

AGREEMENT

Between

Board of Education, Township of Ewing Township Board  
and of Education

The Association of Ewing Township Educational Secretaries

X July 1, 1983 through June 30, 1985

## 1. RECOGNITION

- 1.1 Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the Ewing Township Board of Education hereby recognizes the Association of Ewing Township Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment of all of the following individuals under contract with the Board including all secretaries, head bookkeeper, senior principal financial clerks, financial clerks, office assistants and career resource technicians but excluding substitutes, part-time summer help and confidential employee as determined by the Public Employment Relations Commission.
- 1.2 Unless otherwise specified in this Agreement, the personnel represented by the Association in the unit described above, shall herein be referred to as employees.

## 2. NEGOTIATION PROCEDURE

- 2.1 The parties agree to commence negotiations for a successor agreement in accordance with the provisions of Chapter 123, Public Laws of 1974.
- 2.2 Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- 2.3 The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by the Association.
- 2.4 This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement as set forth in "19. TERM AND DURATION", neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- 2.5 In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the Association. The terms hereof shall not be otherwise modified.
- 2.6 The Board agrees that during the term hereof, it will not negotiate concerning the employees represented by the Association in the bargaining unit defined in "1. RECOGNITION", with any other organization other than the Association.
- 2.7 The Association will be required to show proof of majority representation.

## 3. GRIEVANCE PROCEDURE

- 3.1 Definition:
- a. A grievance is defined as a complaint by an employee, or employees, that there has been to him or them, a personal loss, injury, or inconvenience because of a violation, misinterpretation of inequitable application of any of the provisions of this agreement.

GRIEVANCE PROCEDURE (contd.)

Step 3. If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) school days after the answer at the second step. The President of the Board of Education shall set a meeting within seven (7) school days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his designees totaling three (3). The Board's written answer shall be delivered to the Association within seven (7) school days.

Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

- a. any matter for which a method of review is prescribed by law.
- b. any rule or regulation of the Commissioner of Education.
- c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. a complaint of any employee which arises by his reason of not being reemployed.

Step 5. If the matter is still unresolved and if the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 21, Sub Chapter 3, of the Rules and Regulations of the Public Employment Commission, effective December 18, 1974.

The arbitrator shall limit himself to the Articles of this agreement and his decision shall be binding on both parties. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. All employees including the grievant shall be required to continue under the direction of the Superintendent and Administrator regardless of the pendency of any grievance until such grievance is properly determined.

6. WORK SCHEDULE (contd.)

- 6.2 Employees located in the Administration Building will be scheduled in such a way so that the building will be covered until 4:00 p.m. when schools are not in session.
- 6.3 If employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.

7. LEAVES OF ABSENCE

- 7.1 One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- 7.2 Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year. No unused days shall be accumulated. Personal leave may be taken for any of the following reasons and shall be taken in minimum of one-half ( $\frac{1}{2}$ ) day segments except in the case of an emergency:
- a. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
  - b. Death of a relative or close friend.
  - c. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to any emergency.
  - d. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
  - e. Court subpoena.
  - f. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
  - g. Any other emergency or urgent reason not included in "a." to "f." above, if approved by the Superintendent of Schools.
- 7.3 All requests for personal leave shall be submitted in writing, on the proper form, (in advance when possible) recommended by the principal, and approved by the Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within one (1) week.
- 7.4 Three (3) additional days leave shall be granted for death in the immediate family (immediate family is considered the same as "a." above and in-laws.

## 11. SALARIES

- 11.1 The pay schedule for all employees covered by this agreement shall be as set forth in Appendix "A" attached.
- 11.2 One and one half ( $1\frac{1}{2}$ ) times the employee's hourly rate will be paid for work performed over thirty-five (35) hours per week. Double time shall be paid for:
  - a. all work performed on Sundays
  - b. all work performed on holidays as listed annually by the Employer.
- 11.3 Employees who work over thirty-five (35) hours for the district shall be permitted to receive compensatory time in lieu of monetary remuneration if so desired by the employee.
- 11.4 For the purpose of overtime:
  - a. a sick day will count toward the thirty-five (35) hours
  - b. a personal day will not count toward the thirty-five (35) hours
- 11.5 A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.
- 11.6 Upon initial employment in the district, employees shall be placed on the salary schedule according to the number of years of outside experience possessed by the employee. No employee shall start higher than Step 3.
- 11.7 Office personnel shall be paid every two (2) weeks.
- 11.8 After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement, all accumulated unused sick leave shall be paid at one-half ( $\frac{1}{2}$ ) the average hourly rate of pay for the last twelve (12) months of employment. The total amount of money shall not exceed one thousand seven hundred and fifty dollars (\$1,750.00) for the first year of this agreement, and two thousand dollars (\$2,000.00) for the second year of this agreement.
- 11.9 Whenever a course is required or approved by the Board of Education, the Board of Education then shall pay the full cost of that respective course taken by an employee in this bargaining unit. An employee desiring to take courses shall file a course application form with the designated central administrator. The Board of Education shall take action on the request within thirty-five (35) days from the time the form is received by the administrator.

## 12. INSURANCE

- 12.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program.
- 12.2 For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- 13.5 It should be understood that the upgrading of any position where a member of this unit is employed, will not mandate the advertising of said position if the immediate supervisor approves said employee as being capable of assuming additional responsibilities. Therefore, the employee holding present position will remain in that respective position with the upgraded title. However, if the immediate supervisor does not approve the respective employee with the upgraded title, then said position will be advertised.

#### 14. VOLUNTARY TRANSFERS

- 14.1 Employees who desire transfer or reassignment for the next school year may file a written statement of such desire with the Assistant Superintendent. Such statement shall specify the position in which the employee is interested and shall constitute a commitment that he will accept the position if it is offered to him.
- 14.2 No later than April 30th of each school year, the Assistant Superintendent shall cause to be posted in each school building a list of the known vacancies for the following school year. Any employee who wishes to apply for a specific position on this list may do so.
- 14.3 The Assistant Superintendent shall consider all requests for transfer or reassignment from members of the staff as well as applications from others outside the school system.
- 14.4 The Board reserves the right to appoint or retain whom it will to any position.

#### 15. INVOLUNTARY TRANSFERS

- 15.1 Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.

#### 16. REDUCTION OF STAFF

- 16.1 In the event of any reduction in force (R.I.F.) district wide seniority (the Board appointment date of employment within this unit) shall apply.
- 16.2 Any reduction in staff shall be accomplished in accordance with the following procedure:
- a. The employee(s) affected by such a reduction shall have seniority rights over the most junior employee in his/her current category of employment.
  - b. An affected employee shall have seniority rights over the most junior employee in the next lower category for which he/she is qualified as per the following list: Head Bookkeeper; Supervising Secretary; Senior Principal Financial Clerk; Principal Financial Clerk; Secretary twelve (12) months; Secretary ten (10) months; Office Assistant twelve (12) months; Office Assistant ten (10) months. These employees will have no seniority rights in the Career Technician category.
  - c. The employees in the Career Technician category shall have seniority rights only in that respective category.

18. ADMINISTRATION OF CONTRACT

- 18.1 If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.
- 18.2 Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.
- 18.3 Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or certified mail-letter at the following:
  - a. If by Association, to Board at: Ewing Township Board of Education, Board Secretary, Administration Building, 1331 Lower Ferry Road, Trenton, New Jersey, 08618.
  - b. If by Board, to Association at: The residence of the President of the Association of Ewing Township Educational Secretaries.

19. TERM AND DURATION

- 19.1 This agreement shall be in effect as of July 1, 1983, subject to the rights of the parties to negotiate a successor agreement as provided in "2.1".
- 19.2 This agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1985.

APPENDIX "A" (contd.)

- E. A new employee shall be appointed for a three (3) month probationary period.
- F. Each employee of the office personnel staff will receive with his notification of reemployment a copy of this agreement, his classification and salary for the forthcoming year.
- G. A list of present employees and their salary level shall be maintained by the Board and the Association.
- H. The Personnel Office shall forward to the Association President copies of Board minutes where new employees are hired, and employees are transferred to different categories.
- I. The salary for the Head Bookkeeper shall be \$2,900 above Principal Financial Clerk.
- J. After fifteen (15) years of continuous service in the district, upon retirement as per PERS, an employee may continue State Health Benefits Plan until age 65 when Medicare takes over. Premiums at group rate shall be paid by the employee in advance in quarterly installments if possible.

IN WITNESS WHEREOF, the parties have hereto set their hands this

7th day of November, 1983

FOR THE ASSOCIATION

Patricia Zelenak  
Patricia Zelenak, President

Ann M. Vona  
Ann M. Vona, Secretary

FOR THE EMPLOYER

Leslie O. Summiel  
Leslie O. Summiel, President  
Board of Education  
Ewing Township, New Jersey

J. Bruce Morgan  
J. Bruce Morgan  
Business Administrator/Board Secretary  
Board of Education  
Ewing Township, New Jersey

HOLIDAYS  
OFFICE PERSONNEL - 1983-84

July 4	Independence Day
September 5	Labor Day
November 8	Election Day
November 10	N.J.E.A. Convention (A)
November 11	Veteran's Day (A)
November 24	Thanksgiving Recess
November 25	Thanksgiving Recess
December 23	Christmas Recess (A)
December 26	Christmas Recess
January 2	New Year
January 16	Martin Luther King Jr.'s Birthday
February 17	Lincoln's Birthday
February 20	President's Day
April 20	Good Friday
May 28	Memorial Day

(A) Denotes "additional day off"

One (1) additional day during the Christmas Recess and two (2) additional days during the Easter Recess

LETTER OF INTENT

between the

Association of Ewing Township Educational Secretaries

and the

Ewing Township Board of Education

It is agreed by the parties noted above that the officers of the Ewing Township Educational Secretaries and the Ewing Township Board of Education Business Administrator/Board Secretary will review options that may be available for new employee retirees wishing to continue their dental and prescription plans at the district rate for 1984-85 school year.

FOR THE ASSOCIATION

Patricia Zelenak  
Patricia Zelenak, President

Ann M. Vona  
Ann M. Vona, Secretary

FOR THE EMPLOYER

Leslie O. Summiel  
Leslie O. Summiel, President  
Board of Education  
Ewing Township, New Jersey

J. Bruce Morgan  
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Board of Education  
Ewing Township, New Jersey